

BELLSOUTH® / CLEC Agreement

Customer Name: Talk America

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By and Between

BellSouth Telecommunications, Inc.

And

Network Telephone Corporation

The Other Phone Company, Inc.

**The Other Phone Company, Inc.
d/b/a Access One Communications**

Talk America, Inc.

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Network Telephone Corporation, a Florida corporation; The Other Phone Company, Inc., The Other Phone Company, Inc. d/b/a Access One Communications, a Florida corporation; and Talk America, Inc., a Pennsylvania corporation; (collectively referred to as "Talk America") on behalf of itself and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

WHEREAS, Talk America has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCImetro Access Transmission Services, L.L.C. dated November 5, 2006 for the state of South Carolina ("MCI South Carolina Interconnection Agreement").

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Talk America and BellSouth hereby agree as follows:

1. Talk America and BellSouth shall adopt in its entirety the MCI South Carolina Interconnection Agreement dated November 5, 2006 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The MCI South Carolina Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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2. In the event that Talk America consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Talk America under this Agreement.

3. The term of this Agreement shall be from the Effective Date as

set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the MCI South Carolina Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the MCI South Carolina Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, South Carolina 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Talk America

Contracts Administrator
Talk America Inc. d/b/a Cavalier Telephone
2134 West Laburnum Avenue
Richmond, Virginia 23227-4342

And

General Counsel
Talk America Inc. d/b/a Cavalier Telephone
1319 Ingleside Road
Norfolk, Virginia 23502-1914

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Network Telephone Corporation
The Other Phone Company, Inc.
The Other Phone Company, Inc.
d/b/a Access One Communications
Talk America, Inc.

By: Kristen E. Shore

By: Martin W. Clift, Jr.

Name: Kristen E. Shore

Name: Martin W. Clift, Jr.

Title: Director

Title: Executive Vice President-Regulatory Affairs

Date: 4/26/07

Date: April 17, 2007

EXHIBIT 1